



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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Commissioners

July 30, 2013

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A FAÇADE IMPROVEMENT PROGRAM CONTRACT FOR LINCOLN AVENUE IN  
UNINCORPORATED ALTADENA  
(DISTRICT 5) (3 VOTE)**

**SUBJECT**

This letter recommends approval of a Façade Improvement Program Contract with Alta/Pasa Community Improvement Center for the upgrade of storefronts along the commercial corridor of Lincoln Avenue in unincorporated Altadena.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Executive Director or his designee to execute, amend, and if necessary, terminate a one-year Façade Improvement Program Contract (Contract) with Alta/Pasa Community Improvement Center (APCIC) to provide improvements to storefronts on Lincoln Avenue from West Woodbury Road to Altadena Drive in unincorporated Altadena, to be effective upon approval as to form by County Counsel and execution by the parties, using up to \$320,000 in Economic Development Funds allocated to the Fifth Supervisorial District.
2. Authorize the Executive Director or his designee to execute amendments to the Contract, following approval as to form by County Counsel, to extend the term for up to two additional years, in one-year increments.
3. Authorize the Executive Director or his designee to approve contract increases not exceeding \$32,000 to cover unforeseen costs, using the same source of funds.
4. Authorize the Executive Director or his designee to execute all required documents necessary to

**ADOPTED**

Community Development Commission

2-D July 30, 2013

**SACHI A. HAMAI**  
EXECUTIVE OFFICER

accept and incorporate into the Commission's approved Fiscal Year 2013-2014 budget up to \$352,000 in Economic Development funds allocated to the Fifth Supervisorial District.

5. Find that approval of the Contract is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the program will not have the potential for causing a significant effect on the environment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to provide needed improvements to buildings along an older commercial corridor on Lincoln Avenue between West Woodbury Road to the south and Altadena Drive to the north, in unincorporated Altadena.

### **FISCAL IMPACT/FINANCING**

Funding for this project is provided through Economic Development Funds allocated to the Fifth Supervisorial District. The maximum amount for the duration of the Contract will not exceed the aggregate amount of \$320,000. An approximate 10% contingency, in the maximum amount of \$32,000, is also being set aside to cover any unforeseen costs of the façade improvement program, using the same source of funds.

The balance of funds will be used for the labor compliance and project management expenses by the Commission. Funds for this contract will be incorporated into the Commission's approved Fiscal Year 2013-2014 budget and will be included in future years through the Commission's annual budget process as needed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed Contract defines marketing, design and construction services to be performed. Under the proposed Contract, APCIC will retain design services of Suarez Architects, Inc., subcontract for design services and retain construction subcontractors for specialized trades through competitive bidding. APCIC has committed to using local labor and 90% of all sub-contracting and vending will be done within the local area.

APCIC will be responsible for marketing, outreach, and coordination with property owners and tenants, coordination of design and construction activities, and obtaining and paying for all necessary permits and fees. Renovations will be provided at no cost to property owners.

The proposed services are being funded by the County Economic Development Funds, and are subject to the requirements of the Greater Avenues for Independence (GAIN) or the General Relief Opportunity for Work (GROW) Programs implemented by the County of Los Angeles. The Contract has been approved as to form by County Counsel and executed by APCIC. The Contract will be effective following execution by the Executive Director.

### **ENVIRONMENTAL DOCUMENTATION**

These actions are exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15301 because the activities involve negligible or no expansion of existing uses.

Properties funded through this program will be reviewed and approved on a site by site basis prior to the commencement of any work under this Contract.

### **CONTRACTING PROCESS**

On December 28, 2012, the Commission initiated a Request for Proposals process to identify qualified organizations to provide improvements to commercial building façades. The type of consultant sought is one that can provide outreach to property owners and tenants, design, and construction of improvements, all within a fixed total contract amount.

The Commission's vendor list was used to notify 400 architectural and contractor firms of the opportunity. The announcement of the RFP was also posted on the County WebVen website and the Commission's solicitation website.

On January 3, 2013, a total of 21 firms attended the mandatory pre-proposal conference, held at the County's Business Technology Center on Lincoln Avenue in Altadena. The firms were also shown the location for proposed improvements covered under the proposal.

Four proposals were received by the February 1, 2013 deadline, of which one was considered nonresponsive because it did not meet the required years of experience.

The remaining three proposers, APCIC, Winpool Resource, Inc., and Crescent Pacific, Inc., were evaluated by a panel of three Commission staff experienced with the Commission's Community Business Revitalization program. References for each of the teams were checked.

APCIC was the highest ranked proposer and has experience in performing outreach, training and building rehabilitation services in the Altadena and Pasadena communities. APCIC also has strength in outreach and local hiring. From the references received, APCIC was characterized as responsive, timely, and knowledgeable about the local community.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed Contract will provide necessary façade improvement services for an older commercial corridor in unincorporated Altadena.

The Honorable Board of Supervisors  
7/30/2013  
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN  
Executive Director

SR:nm

Enclosures

## ATTACHMENT A

### Summary of Outreach Activities

#### Request for Proposals (RFP) for Lincoln Avenue Façade Improvements

On December 28, 2012, the following Request for Proposals (RFP) was initiated to procure the most qualified architecture and contractor firms for outreach, design and construction services for renovation of commercial building façades along Lincoln Avenue in Altadena.

##### A. Distribution of RFPs

The announcement of the RFP was also posted on the County WebVen and the Commission's solicitation website. Firms were asked to download the RFPs directly through the Commission's solicitation website or to request the RFP from the Commission.

The Commission's vendor list was used to notify 400 architectural and contractor firms of the contracting opportunity.

##### B. Pre-submittal meeting

On January 3, 2013, a total of 21 firms attended a mandatory pre-proposal meeting to address questions about the RFP format, submittal requirements, Statement of Work and to view the targeted businesses on Lincoln Avenue. On January 14, an addendum was issued in response to questions received.

##### C. Request for Statements of Qualifications (RFPs)

On February 1, 2013, a total of four firms submitted proposals, all of which identified themselves as minority-owned. After a verification of Minimum Requirements, one firm was deemed non-responsive.

##### D. Review of RFPs by Evaluation Committee

The remaining three proposers, Alta/Pasa Community Improvement Center, Winpool Resource, Inc. and Crescent Pacific, Inc., were evaluated by a panel of three Commission staff experienced in the Commission's Business Rehabilitation program.

##### E. Evaluation Results

The Commission staff recommended Alta/Pasa Community Improvement Center as the most qualified firm to provide the necessary services for this Contract. Alta/Pasa Improvement Center had an average score of 775; Winpool Resource,

Inc. has an average score of 248; while Crescent Pacific, Inc. had an average score of 583.

F. Participation of Minorities and Women – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Alta/Pasa Community Improvement Center	Minority	Total: 5 3 minorities 2 women 60% minority 40% women

G. Participation of Minorities and Women - Firms Not Selected

Crescent Pacific, Inc.	Minority	Total: 3 3 minorities 0 women 100% minority 0% women
Winpool Resource, Inc.	Minority	Total: 5 5 minorities 0 women 100% minority 0% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising on the vendor list; and emailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

## **LINCOLN AVENUE FAÇADE IMPROVEMENT SERVICES CONTRACT**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **Community Development Commission of the County of Los Angeles**, hereinafter referred to as "**Commission**", and **Alta/Pasa Community Improvement Center**, hereinafter referred to as "**Contractor**."

### **RECITAL**

#### **1. PURPOSE**

The Contractor is in the business of providing needed commercial business façade improvement services. On February 1, 2013, in response to the Commission's Request for Proposals Contractor submitted a proposal to furnish the hereinafter-described façade improvement services to the Commission.

### **TERMS AND CONDITIONS**

#### **2. TERM**

This Contract shall commence on \_\_\_\_\_, \_\_\_\_\_ and shall remain in full force and effect for 12 months until \_\_\_\_\_, \_\_\_\_\_ unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Commission.

#### **3. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

#### **4. COMPENSATION**

The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000), and the total amount of compensation under this Contract will not exceed Three Hundred Twenty Thousand Dollars (\$320,000), which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5. SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the County of Los Angeles Economic Development Fund and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

**6. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.



## **7. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **8. CONFIDENTIALITY OF REPORTS**

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

## **9. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## **10. INSURANCE**

Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

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**Contractor**

The insurance policies set forth herein shall be primary and non-contributory insurance with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for personal injury, death, property damage, and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy. Additional insured endorsement shall be primary and non-contributory.

B. **AUTOMOBILE LIABILITY INSURANCE** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". The Public Agencies and their Agents shall be named as additional insureds on such policy.

C. **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY** insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

## **11. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

## **12. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures

taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

### **13. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

### **14. TERMINATION FOR CAUSE**

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

## **17. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

## **18. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

## **19. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

## **20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

## **21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own

responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

**22. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

**23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to



discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **27. STATE PREVAILING WAGE REQUIREMENTS**

This construction project is funded in whole with public funds. The Contractor and all Subcontractor(s) shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics, these rates can be obtained on the website at [www.dir.ca.gov](http://www.dir.ca.gov) or by contacting the Community Development Commission, Labor Compliance Unit for the prevailing wage rates on file.

The Contractor and Subcontractor shall also:

- (1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774;
- (2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites;
- (3) Provide workers' compensation coverage as set forth in Labor Code Section 1861;
- (4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee;
- (5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776;
- (6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's section 16200;
- (7) Comply with Section 16101 of these regulations regarding discrimination;
- (8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5;
- (9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and
- (10) Comply with any other requirements imposed by the State of California.

**28. 10% WITHHOLD FROM PROGRESS PAYMENT**

The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Community Development Commission before the start of construction. The Contractor shall submit to the Community Development Commission all of its payrolls for each pay period within 7 days after the pay period has ended. The Contractor shall also collect, review and submit to the Community Development Commission all of its subcontractors' payrolls for each pay period within 7 days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within 7 days after the pay period has ended, is a violation of this contract and entitles the Community Development Commission to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this contract which may result in the Community Development Commission terminating the contract for default.

**29. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM**

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**30. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**31. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**32. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

**33. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the

~~Commission, Housing Authority, or County, or a nonprofit corporation created by~~  
the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least

five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

#### **34. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform

~~services for the Commission under the Contract, the subcontractor shall also be~~ subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

### **35. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

### **36. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term

of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

**37. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**38. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

**39. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**40. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

**41. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**42. NOTICES**

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.



Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Matt Lust, Project Manager  
Community Development Commission  
of the County of Los Angeles  
Economic and Housing Development  
700 W. Main Street  
Alhambra, CA 91801

The Contractor: Ron Matthews, Executive Director  
Alta/Pasa Community Improvement Center  
2059 N. Lincoln Ave.  
Pasadena, CA 91103

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**44. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**45. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

**46. THIS SECTION INTENTIONALLY LEFT BLANK**

**47. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

**49. THIS SECTION INTENTIONALLY LEFT BLANK**

## **50. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

## **51. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM (if applicable)**

This Contract is subject to the provisions of the Los Angeles County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification as a Local Small Business Enterprise.

If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the Commission any difference between the contract amount and what the Commission's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County Office of Small Business of this information prior to responding to a solicitation or accepting a contract award.

## **52. ENTIRE CONTRACT**

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This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

(The remainder of this page intentionally left blank)

## **SIGNATURES**

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

**COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES**

**ALTA/PASA COMMUNITY IMPROVEMENT  
CENTER**

By \_\_\_\_\_  
**Sean Rogan  
Executive Director**

By \_\_\_\_\_  
**Ron Matthews  
Executive Director**

**APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel**

**APPROVED AS TO PROGRAM:  
ECONOMIC AND HOUSING DEVELOPMENT  
DIVISION**

By \_\_\_\_\_  
**Behnaz Tashakorian  
Deputy County Counsel**

By \_\_\_\_\_  
**Cordé D. Carrillo  
Director**

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## **APPENDIX B**

### **STATEMENT OF WORK (SOW)**

#### **1.0 SCOPE OF WORK**

The Commission is seeking a qualified contractor (Contractor) to provide façade improvement services to buildings on Lincoln Avenue in Altadena. The Contractor shall serve as the managing agency to implement the Lincoln Avenue Façade Improvement Program (Program) for the exterior of commercial buildings along Lincoln Avenue between Figueroa Drive and West Woodbury Road, in the unincorporated community of Altadena, California.

#### **2.0 GENERAL REQUIREMENTS**

- 2.1 The Contractor shall possess a valid architectural license to perform design services in the State of California in accordance with this Statement of Work.
- 2.2 The Contractor shall possess a valid Class B Contractor's license to perform all work in accordance with this Statement of Work.
- 2.3 The Contractor shall provide a qualified Project Manager with a local office and at least five years of experience in similar work.
- 2.4 The Contractor shall provide lead personnel that can communicate in English.

#### **3.0 SPECIFIC WORK REQUIREMENTS**

This Program shall focus on commercial properties along the east and west sides of Lincoln Avenue between Figueroa Drive and West Woodbury Road. Specific focus should be made to first perform the façade improvements on multiple adjacent properties to create the greatest visual impacts before implementing the program on individual, scattered properties.

##### **3.1 Outreach**

###### **3.1.1 Contact Property Owners**

The Contractor will contact each property owner and advise them of the Program for the group of buildings and seek their approval to have their properties improved at no cost to them in exchange for their commitment to long term maintenance and upkeep. Based on experience gained from similar programs in the area, property owners and business tenants may be reluctant to participate in this Program for a number of reasons. Therefore, the Commission expects that the Contractor shall dedicate significant resources to properly communicate with owners and tenants during the outreach phase.

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### **3.1.2 Share Design Concept with Property Owners and Obtain their Initial Approval**

The Contractor shall share with the owners the design concept and the level of improvements that are being proposed, including awnings, painting, signage, lighting, window replacement and parapet treatments. Comments and suggestions from the owners will be considered and integrated into the final design, if feasible. During the meetings with the property owners, the Contractor shall obtain the owners' permission to access the property and to discuss the improvement program with the tenants. Owners shall be informed that the program is a one-time opportunity and will only occur if all property owners in the group of buildings agree to participate. Failure to share design and concept with the owners will cause an assessment of fifty dollars (\$50.00) per occurrence in addition to possible termination of Contract.

### **3.1.3 Share Design Concept with Tenants**

The Contractor shall meet with each business tenant, share with them the proposed design concept for the group of buildings and obtain a consensus for their specific façade. Should it be necessary, the Contractor will schedule meetings with the tenants and property owners to discuss the design concept and obtain consensus.

## **3.2 Design**

### **3.2.1 Design Services**

The Contractor shall have qualified staff or will retain a licensed architect to provide preliminary design concepts for the buildings for review by the owners and tenants. The Contractor will work with tenants and owners to finalize a design concept that is consistent with the overall Program and the allotted budget.

### **3.2.2 The Design Concept**

The design concept is to be prepared in a manner that will modify each building so as to create a theme that will flow throughout the business district. Specific emphasis is placed on removing security bars from the exterior of all buildings and placing them internally, if desired. A variety of windows, doors, entryway concepts and color schemes shall be developed during the preliminary design stage to allow the owners and tenants to review for input and suggestions.

### **3.2.3 Cost and Budget**

During the design process, the Contractor shall estimate the construction cost for each building and then the complete block. This contract has a fixed overall contract amount and the intent is to make the greatest visual improvement within the fixed budget.

#### 3.2.4 Permits and Approvals

At the conclusion of the design concept phase, the Contractor shall submit plans to the Commission and Los Angeles County Department of Regional Planning (Regional Planning) for comments and a consistency review. Following the review and approval by the Commission and Regional Planning, the Contractor shall obtain authority to construct and right of entry from the property owners with authorization from the owners to apply for the appropriate building permits. When the approval is obtained from the property owners, then working drawings shall be finalized and submitted to the Los Angeles County Department of Building and Safety for permitting. Failure to obtain owners' written approval for construction and obtain building permits prior to construction will cause an assessment of five hundred dollars (\$500.00) per occurrence in addition to possible termination of contract. **No construction work shall be performed without owners' authorization and appropriate permits.**

### 3.3 Construction

#### 3.3.1 Phasing

The Contractor shall attempt to construct improvements to all buildings in a group in one phase to better manage budget, cost, appearance of the final product, and to minimize disruption of tenants. If there is an issue preventing the Contractor from phasing the improvements, the Contractor must contact the Commission to discuss the problem(s) and determine the appropriate course of action. Failure to contact the Commission with issues that may prevent phasing will cause an assessment of fifty dollars (\$50.00).

#### 3.3.2 Environmental Evaluation

Prior to initiating construction, each of the structures shall be evaluated for the presence of asbestos and/or lead-based paint. A written evaluation documenting the abatement process shall be maintained in the project files. Should it be determined that asbestos and/or lead-based paint exist in significant amounts and locations to affect the budget due to the abatement process, the Contractor shall review this cost with Commission before any demolition is done. Failure to perform environmental evaluations will cause an assessment of five hundred dollars (\$500.00) per occurrence in addition to possible termination of contract.

#### 3.3.3 Sub-Contractors

The Contractor is a licensed general contractor and will serve in that capacity. The Contractor may perform construction activities



~~with the Contractor's own forces, subcontractors, or a combination of both. All work is to be completed within the maximum contract amount of \$320,000.~~

**3.3.4 Americans with Disabilities Act (ADA)**

The Contractor shall verify that any work approved by owners, the Commission and other County departments, which requires Americans with Disabilities Act (ADA) compliance, is adhered to. The Contractor should also determine during the design phase of the project the impact ADA improvements will have on costs.

**3.3.5 Final Report**

The Contractor shall provide a report on the results of the project and expenditures within thirty (30) days of the end of this Contract.

## **4.0 RESPONSIBILITIES**

The Commission and the Contractor's responsibilities are as follows:

### **Commission**

**4.1 Personnel**

- 4.1.1 The Commission shall monitor the Contractor's performance in the operation of this Contract.
- 4.1.2 The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission shall prepare amendments to the Contract, as needed, in accordance with the Contract.

**4.2 Furnished Items**

- 4.2.1 Property ownership surveys to aid in contacting owners.

### **Contractor**

**4.3 Project Manager**

- 4.3.1 The Contractor shall provide a full-time Project Manager with at least five years of experience in managing projects of similar size and scope as contained in this Statement of Work.
- 4.3.2 The Contractor's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- 4.3.3 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

~~4.3.4 The Contractor's Project Manager shall be able to effectively communicate in English, both orally and in writing.~~

**4.4 Personnel**

4.4.1 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

**4.5 Materials and Equipment**

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employees.

**4.6 Training**

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear appropriate safety and protective gear according to Cal-OSHA standards.

**4.7 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

**4.8 Periodic Meetings**

The Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

**5.0 HOURS / DAYS OF WORK**

Commission office hours are from 8:00 a.m. to 5:00 p.m. Commission offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

- 
- Veterans Day
  - Thanksgiving Day
  - Christmas Day

## **6.0 WORK SCHEDULES**

The Contractor shall submit for review and approval a work schedule for each facility to the Commission within ten (10) days prior to starting work. The work schedules shall be set on an annual calendar identifying all the required on-going tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the Commission for review and approval within five (5) working days prior to scheduled time for work.

## **7.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- Schedule of performance for Outreach, Design, and Construction with key milestone dates;
- A record of all inspections conducted by the Contractor, including;
  - Any corrective action taken;
  - The time a problem was first identified;
  - A clear description of the problem; and
  - The time elapsed between identification and completed corrective action.
- The record shall be provided to the Commission upon request.

## **8.0 QUALITY ASSURANCE PLAN**

The Commission will evaluate the Contractor's performance under the Contract using the following quality assurance procedures:

### **8.1 Performance Requirements Summary (Exhibit 1)**

The Commission shall use a Performance Requirements Summary (PRS) chart (Exhibit A) to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/Statement of Work (SOW) referenced and identified;
- The standard of performance (description of the work requirement);
- The method to be used to monitor work performance;

- 
- ~~The fees/deductions to be assessed for each service that is not satisfactory.~~

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- Failure of the Contractor to comply with, or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) days, shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

## **8.2 Monthly Performance Reviews**

The Commission will conduct monthly reviews to evaluate the Contractor's performance. The Contractor is required to provide a written status report of progress and any issues that may have been encountered at least three days prior to the meeting. Failure to submit written status report will cause an assessment of fifty dollars (\$50.00).

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**8.3 Contract Deficiency Notice**

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem shall be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) work days, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) work days.

**8.4 Commission Observations**

In addition to divisional contracting staff, other Commission personnel may observe performance and activities and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**9.0 ADDITION/DELETION OF SERVICES**

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.

**EXHIBIT 1****PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>REFERENCE/ REQUIRED SERVICE</b>	<b>STANDARD PERFORMANCE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEE TO BE ASSESSED</b>
SOW Section 3.1.2	Share design concept with owners/obtain approval	Owner sign-off	\$50 per occurrence
SOW Section 3.1.3	Share design concept with tenants/obtain approval	Tenant sign-off	\$50 per occurrence
SOW Section 3.2.4	Obtain permits and approvals	Evidence of permits	\$500 per occurrence
SOW Section 3.3.1	Phasing of construction	Failure to contact Commission with problems that prevent phasing	\$50 per occurrence
SOW Section 3.3.2	Environmental evaluation	Review of reports	\$500 per occurrence
SOW Section 4.8	Periodic meetings	Attendance at meetings	\$50 per occurrence
SOW Section 8.2	Monthly status reports	Receipt of reports	\$50 per occurrence

## **COST SHEET FOR COMMERCIAL FAÇADE IMPROVEMENT SERVICES**

The Contractor shall provide costs for commercial façade improvement services as described in the Statement of Work in Appendix B, **per commercial façade**. All costs that are applicable to the Statement of Work, including labor and materials, shall be included in the Cost Sheet.

### Outreach and Project Management

Site Inspection	\$ 1,200
Outreach with Property Owners	\$ 3,000
Coordination of Design and Construction	\$ 3,000
Other	\$ 0

### Design and Surveys

Concept Design	\$ 1,600
Asbestos Survey	\$ 500
Working Drawings	\$ 600
Permits, Plan Check, Inspections, etc...	\$ 500
Other	\$ 0

### Construction Costs

#### Building Exteriors:

Roof lines	\$ 2,000
Doors	\$ 2,000
Windows	\$ 4,000
Entry Ways	\$ 400
Lighting	\$ 3,000
Signage	\$ 4,000
Stucco and Painting	\$ 5,000
Brick Siding	\$ 1,000
Security (Interior Bars)	\$ 0
Other	\$ 0

#### Landscape

Trim Trees	\$ 200
Install Planters	\$ 0
Other	\$ 0

#### Hardscape

Sidewalk Improvements	\$ 0
Other	\$ 0

<b>Total Cost per Commercial Façade Improvement</b>	<b>\$ 32,000</b>
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# Lincoln Ave FAÇADE IMPROVEMENT PROJECT

Revised

Payment Request No.

Date 5.7.2013

A

B

C

D

E

This Funding Request

Original Budget

Current Budget

Cash Advance to Date

Expenditures to Date

Next Period Anticipated Expenses

Payment (C+D-B)

## Outreach and Project Management

Site Inspection

72,000.00

72,000.00

0.00

0.00

0.00

0.00

Outreach with Property Owners

0.00

0.00

0.00

0.00

0.00

0.00

Coordination of Design and Construction

0.00

0.00

0.00

0.00

0.00

0.00

Subtotal

72,000.00

72,000.00

0.00

0.00

0.00

0.00

## Design and Surveys

Concept Design

32,000.00

32,000.00

0.00

0.00

0.00

0.00

Asbestos Survey

0.00

0.00

0.00

0.00

0.00

0.00

Working Drawings

0.00

0.00

0.00

0.00

0.00

0.00

Permits, Plan Check, Inspections

0.00

0.00

0.00

0.00

0.00

0.00

Subtotal

32,000.00

32,000.00

0.00

0.00

0.00

0.00

## Construction Costs

Building Exteriors

216,000.00

216,000.00

0.00

0.00

0.00

0.00

Roof Lines

0.00

0.00

0.00

0.00

0.00

0.00

Doors

0.00

0.00

0.00

0.00

0.00

0.00

Entry Ways, Awnings

0.00

0.00

0.00

0.00

0.00

0.00

Lighting

0.00

0.00

0.00

0.00

0.00

0.00

Signage

0.00

0.00

0.00

0.00

0.00

0.00

Stucco and painting

0.00

0.00

0.00

0.00

0.00

0.00

Brick siding

0.00

0.00

0.00

0.00

0.00

0.00

security Grills/Alarms

0.00

0.00

0.00

0.00

0.00

0.00

Bond /insurance

0.00

0.00

0.00

0.00

0.00

0.00

HVAC relocation

0.00

0.00

0.00

0.00

0.00

0.00

Landscape

0.00

0.00

0.00

0.00

0.00

0.00

Trim Trees

0.00

0.00

0.00

0.00

0.00

0.00

Install Planters

0.00

0.00

0.00

0.00

0.00

0.00

Handscape

0.00

0.00

0.00

0.00

0.00

0.00

Sidewalk Improvements

216,000.00

216,000.00

0.00

0.00

0.00

0.00

Subtotal

216,000.00

216,000.00

0.00

0.00

0.00

0.00

Total Amount

320,000.00

320,000.00

0.00

0.00

0.00

0.00



**COMMUNITY DEVELOPMENT COMMISSION  
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

<b>Company Name:</b> Alta/Pasa Community Improvement Center			
<b>Company Address:</b> 2059 N. Lincoln Ave.			
<b>City:</b> Pasadena	<b>State:</b> CA	<b>Zip Code:</b> 91103	
<b>Telephone Number:</b> 626-794-7670			
<b>Solicitation For (Type of Goods or Services):</b> Facade Services			

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

<b>Print Name:</b> Ronald Matthews	<b>Title:</b> Executive Director
<b>Signature:</b> <i>Ronald N. Matthews Sr</i>	<b>Date:</b> 5/7/13

**COUNTY OF LOS ANGELES  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
(Los Angeles County Code 2.206)**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Bidders/Proposers unable to meet this requirement shall not be considered for contract award.**

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by Commission/Housing Authority)      X   NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES    \_\_\_\_\_ NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES    \_\_\_\_\_ NO      X   N/A (Program not available)

Bidder/Proposer Organization: Alta/Pasa Community Improvement Center

Signature: 

Print Name: Ronald Matthews

Title: Executive Director    Date: 2/1/13

Tel.#: 626.794.7670    Fax #: 626.794.7676





## CHARITABLE CONTRIBUTIONS CERTIFICATION

Alta/Pasa Community Improvement Center

Company Name

2059 N. Lincoln Ave. Pasadena, CA 91103

Address

20-5757070

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

### CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( X ) ( )

### OR

YES NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) ( X )

Signature

Date

Ronald Matthews, Executive Director

Name and Title (please type or print)


## CERTIFICATION OF NO CONFLICT OF INTEREST

### CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Ron Matthews  
Print Proposer Name  
  
Official's Signature

Executive Director  
Print Proposer Official Title  
2/1/13  
Date



## CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and

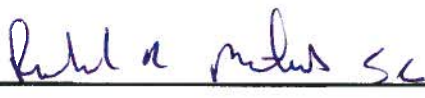
(2) ☐ has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: Ronald Matthews Title: Executive Director

Signature:  Date: 2/1/13

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

<b>Company Name:</b> Alta/Pasa Community Improvement Center		
<b>Company Address:</b> 2059 N. Lincoln Ave		
<b>City:</b> Pasadena	<b>State:</b> CA	<b>Zip Code:</b> 91103
<b>Telephone Number:</b> 626.794.7670	<b>Email address:</b> ronapcic@hotmail.com	
<b>Solicitation/Contract For</b> RFP CDC12-097		<b>Services:</b> Facade Improvement

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND


To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
- ☐ Mandated by federal or state law or a condition of federal or state program;
  - ☐ The purchase is made through a state or federal contract;
  - ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
  - ☐ Sole source provider with exclusive and proprietary rights to services or goods;
  - ☐ Emergency services provider for services or goods;
  - ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
  - ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

<b>Print Name:</b> Ronald Matthews	<b>Title:</b> Executive Director
<b>Signature:</b> 	<b>Date:</b> 2/1/13

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Alta/Pasa Community Improvement Center

Vendor's Name

2059 N. Lincoln Ave. Pasadena, CA 91103

Address

20-5757070

Internal Revenue Service Employer Identification Number

### GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

### VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Ronald Matthews Title: Executive Director

Signature:  Date: 2/1/13

**FEDERAL LOBBYIST REQUIREMENTS  
CERTIFICATION**

Name of Firm: Alta/Pasa Community Improvement Center Date: \_\_\_\_\_

Address: 2059 N. Lincoln Ave. Pasadena

State: California Zip Code: 91103 Phone No. : 626.794.7670

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Ronald Matthews Title: Executive Director  
Signature: *Ronald Matthews* Date: 2/1/13

# Community Development Commission of the County of Los Angeles

## Organization Information Form

- I. FIRM/ORGANIZATION INFORMATION** Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

**NAME OF FIRM:** Alta/Pasa Community Improvement Center

**Business Structure:** ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Non-Profit  
☐ Franchise ☐ Other (Please Specify) \_\_\_\_\_

**Total Number of Employees (including owners):** 5

**Distribute the above total number of employees into the following categories:**

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American			1		2	1
Hispanic American						
Asian American						
Asian Pacific American						1
Native American						
Caucasian						
Other _____						

## II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

**This firm/organization:**

☒ **is a Minority Business Enterprise.**

"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

☐ **is a Woman Business Enterprise.**

"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

☐ **is not a Minority or Woman Business Enterprise.**

## III. DECLARATION

*I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.*

Print Authorized Name	Authorized Signature	Title	Date
Ronald Matthews		Executive Director	2/1/13





Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2009)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

# No shame.

# No blame.

# No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grantland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors

Carmen Molina, Supervisor, First District  
Evelyn B. Whitte Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First SPCA and INFC LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*



# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Craig L. Johnson, Secretario

Departamento de Servicios Sociales  
(Department of Social Services)  
Rita Lopez, Directora



Consejo de Supervisores del Condado de Los Angeles

Glenn Hovick, Supervisora, Primer Distrito  
Norma Bradburne Burke, Supervisora, Segundo Distrito  
Lee A. Poslowsky, Supervisor, Tercer Distrito  
Don Kruger, Supervisor, Cuarto Distrito  
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por FIRM 15 LA y INFO LINE de Los Angeles.

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaleta y el padre/madre recibirá un brazaleta igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*